

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 c 6		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE SEE BLOCK 16 C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL – Joy Mullori/Erin Ralph/DESC-BZD PHONE - (703) 767-9309 / 9298			CODE SCO600		7. ADMINISTERED BY (If other than Item 6) CODE SCO600		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)					X		9a. AMENDMENT OF SOLICITATION NO. SP0600-99-R-0118
							9b. DATED (SEE ITEM 11) 16 July 1999
							10a. MODIFICATION OF CONTRACT/ORDER NO.
							10b. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The changes set forth herein are incorporated into solicitation SP0600-99-R-0118							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER GABRIELLA M. EARHARDT			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

1. The date set for receipt of initial offers is hereby extended from August 11, 1999, 1:00 p.m. local time, Fort Belvoir, Virginia, USA to August 18, 1999, 1:00 p.m. local time, Fort Belvoir, Virginia, USA.
2. The DD1707, Block 4, the JP8 requirement is increased from 74,088,000 USG to 116,424,000 USG.
3. The DD1707, Block 6 requires the following change:
 - m. IMPORTANT: Clause I86.12 DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT (BULK) provides the minimum and maximum quantities under a resultant contract. Please direct ATTENTION to paragraph (d) of this clause regarding the final order placed calling for delivery into, or by means of tanker, barge, or pipeline. The additional quantity for this final order (50,000 BBLs) now applies to each product offered from each refinery source. This additional quantity can not exceed the monthly quantity as defined in Clause F1.25 DELIVERY AND ORDERING PERIODS.
4. The solicitation package, Clause I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 1999), is deleted in its entirety. In its place add Clause I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 1999). A copy of the clause is included on page 4 of this amendment.
5. Clause B14.04, ESTIMATED SUPPLIES TO BE FURNISHED (DOMESTIC BULK) (DESC JUN 92), requires the following changes:
 - a. Addendum page A-6, Line Item 0101, Note 4 – Delete the note in its entirety
 - b. Addendum page A-6, Line Item 0201, the JP8 requirement is increased from 74,088,000 to 116,424,000 USG.
 - c. Addendum page A-6, Line Item 0201, Note 1 – Delete item a. in its entirety.
 - d. Addendum page A-6, Line Item 0201, Note 4 – Delete the note in its entirety.
 - e. Addendum page A-6, Line Item 0201, Note 5 – Delete paragraph A) in its entirety. For paragraph C), the table location shall read Table 1, location 8.
 - f. Addendum page A-7, Line Item 0301 – Delete NSN 9140-00-273-2377 and replace it with NSN 9130-00-148-7104.

- g. Addendum page A-7, Line Item 0301, Note 1 – Delete “The diesel fuel shall conform to the latest revision of ASTM D-4814 as follows:” and replace it with “The gasoline furnished under this document shall meet the following requirements:”.
- h. Addendum page A-7, Line Item 0301, Note 13 – Delete note in its entirety and replace with DESC anticipates **eleven** lifts of approximately 252,000 BBLs each.
- i. Addendum page A-8, Line Item 0301, Note 9 – Delete note in its entirety and replace with **Note 9:** DESC anticipates one lift of approximately 252,170 BBLs.
- j. Addendum page A-8, Line Item 0301, Note 4 – Delete the note in its entirety.

5. The following clauses have been added to this solicitation or revised. Please make the appropriate changes in the index of clauses.

- a. Addendum page A-55, Clause M2.11 EVALUATION – COMMERCIAL ITEMS (JAN 1999) is deleted in its entirety. In its place, Clause M2.11 EVALUATION – COMMERCIAL ITEMS (JAN 1999) found on page 6 of this amendment.
- b. Addendum, Clause M24.03.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC DEC 1997) is added. A copy of the new clause can be found on page 6 of this amendment.

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE

ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☒ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- ☐ 52.225-3, Buy American Act - Supplies (41 U.S.C 10).
- ☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41.U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ 52.225-19, European Union Sanction for Services (E.O. 12849).
- ☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.
- ☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
- ☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☒ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

- ☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final

termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

M2.11 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The government will award on the basis of the lowest acceptable, responsible offer received for each item, in accordance with the other evaluation clauses contained in the solicitation.

Technical and past performance, when combined, are N/A.

(b) **OPTIONS.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(FAR 52.212-2)

M24.03.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC DEC 1997)

Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size U.S. flag tanker of approximately 30,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire and \$5,500 USD bunker costs per day. The Time Charter Hire will be the most recent estimated quarterly market rate for a U.S. flag time charter as determined by the Military Sealift Command as of the due date for receipt of initial offers. This evaluation rate will be expressed to DESC as a daily rate for U.S. flag time charter cost inclusive of fuel. DESC will use the evaluation rate along with round trip mileage over the tanker route to Haifa, Israel being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the per gallon offered price to determine the evaluated price.

(DESC 52.247-9F40)